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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JERRY ZANDMAN,

Plaintiff,

-against-

CITIBANK, N.A., AND CITI(R) CARDS and  
THE NEW YORK YANKEES PARTNERSHIP,  
DBA THE NEW YORK YANKEES  
BASEBALL CLUB,

Defendants.

Case No. 7:18-cv00791 (NSR)

**ANSWER AND AFFIRMATIVE  
DEFENSES OF DEFENDANT NEW  
YORK YANKEES PARTNERSHIP  
TO CROSS-CLAIMS OF  
DEFENDANT CITIBANK, N.A.**

Defendant New York Yankees Partnership, sued herein as “The New York Yankees Partnership dba The New York Yankees Baseball Club” (the “Yankees”), by its undersigned attorneys, as and for its Answer and Affirmative Defenses to the Cross-Claims of Defendant Citibank, N.A. (the “Cross-Claims”), hereby states and avers, as follows:

**FIRST CROSS-CLAIM AGAINST THE YANKEES**

1. Denies the allegations contained in Paragraph 62 of the Cross-Claims, except admits that the Yankees received a payment from a Citibank, N.A. (“Citibank”) credit-card in the name of Plaintiff Jerry Zandman (“Zandman”) and refers the Court to the documents relating

to such charge(s) and payment(s) for the dates on which payment(s) were transmitted to the Yankees.

2. Denies the allegations contained in Paragraph 63 of the Cross-Claims.
3. Denies the allegations contained in Paragraph 64 of the Cross-Claims.

#### **SECOND CROSS-CLAIM AGAINST THE YANKEES**

4. Denies the allegations contained in Paragraph 65 of the Cross-Claims, except to the extent that they consist of statements of law to which no responsive pleading is required.

#### **AFFIRMATIVE DEFENSES**

As and for its Affirmative Defenses, the Yankees asserts and states as follows:

##### **FIRST AFFIRMATIVE DEFENSE**

The Cross-Claims fail to state claims for which relief may be granted.

##### **SECOND AFFIRMATIVE DEFENSE**

The Cross-Claims are barred by the equitable doctrines of estoppel, laches and/or waiver, including by virtue of Citibank denying the request by Zandman for a charge-back and admitting no basis for Zandman's underlying claims.

##### **THIRD AFFIRMATIVE DEFENSE**

The Cross-Claims are barred by the doctrine of unclean hands.

##### **FOURTH AFFIRMATIVE DEFENSE**

The Cross-Claims are barred because Citibank has not suffered any damages or economic loss and/or has failed to mitigate its damages, if any, the existence of which is disputed.

##### **FIFTH AFFIRMATIVE DEFENSE**

The Cross-Claims are barred, in whole or in part, based on offset/setoff.

SEVENTH AFFIRMATIVE DEFENSE

To the extent that Citibank sustained any legally cognizable damages, which the Yankees denies, such damages were proximately caused by the acts or omissions of third parties and not by any acts or omissions of the Yankees, thereby precluding any recovery of damages from the Yankees.

EIGHTH AFFIRMATIVE DEFENSE

Assumption of the risk, including but not limited to by virtue of any damages, which are disputed, being attributable to risks which Citibank had knowledge of and assumed.

NINTH AFFIRMATIVE DEFENSE

The Cross-Claims are barred by facts showing illegality either by statute, or under common law.

TENTH AFFIRMATIVE DEFENSE

The Cross-Claims are barred because there is no basis for liability on the underlying claim by Zandman against Citibank or the Yankees.

**WHEREFORE,** Defendant New York Yankees Partnership prays that it be granted the following relief:

(a) for dismissal in its entirety of Plaintiff Jerry Zandman's Complaint and fifth cause of action against the Yankees, and Defendant Citibank's Cross-Claims;

(b) on its (previously filed) Counterclaims, for a judgment against Zandman in an amount to be proven at trial, but in no event less than \$40,000.16, plus additional damages, including any gains that Zandman realized by participating in the purchase and resale of the Tickets, and interest and costs, punitive damages and attorneys' fees, as available by law; and

(c) for such other and further relief as this Court deems just and proper.

Dated: New York, New York  
March 1, 2018

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By: /s/Donald E. Watnick

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